

.	<p style="text-align: center;">REQUEST FOR QUOTATION</p> <p style="text-align: center;">VSQ 09-137</p>	<p>Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : 602-263-1847</p>
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SOLICITATION NUMBER: VSQ09-137

SOLICITATION DUE DATE/TIME: October 30, 2008 at 3:00 P.M. Mountain Standard Time

SITE WALK THRU: October 17, 2008 at 10:30 A.M. Mountain Standard Time
*Attendance at a site walk thru is required to submit a quote.
 See Instructions for Quotations, page 3, for additional
 information.*

CONTRACT DELIVERY: Upon Award

DESCRIPTION OF PROCUREMENT: Generator Service

SOLICITATION SUBMITAL: OFFERS MAY BE SUBMITTED BY FACSIMILE TO 602-222-6687 OR DELIVERED TO THE FOLLOWING ADDRESS.

Arizona Department of Veterans' Services
 Arizona State Veterans Home
 4141 N. 3rd Street
 Phoenix, Arizona 85012

In accordance with A.R.S. §41-2535, A.A.C.R2-7-336. Quotations for the materials or services specified will be received by the Arizona Department of Veterans' Services Procurement Office at the above specified location until the time and date cited above.

Quotations must be in the actual possession of the Arizona Department of Veterans' Services Procurement Office on or prior to the time and date, and at the submittal location indicated above. **Late Quotations will not be considered.**

Although it is recommended that Quotations be returned via facsimile, quotations may also be completed in ink or typewritten and delivered to the above address.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Procurement Officer:
 Kelli Gourdoux

Telephone Number:
 602-248-1558

Date: September 22, 2008

Solicitation Contact Person:
 Susan Preston
Telephone Number
 602-263-1847
 E-mail: spreston@azdvs.gov

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OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications, and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification Number : _____

Signature of Person Authorized to Sign Offer

Company Name

Printed Name

Address

Title

City State Zip Code

Phone: _____

Fax: _____

E-mail Address: _____

CERTIFICATION

By signature in the Offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. Executive Order 2004-09 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Women-Owned and/or Minority-Owned firms. A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than 4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned. When practical, purchases/contracts less than \$50,000 will be made from small businesses.
3. **The bidder certifies that the above referenced organization ____ is/ ____ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**
4. In accordance with A.R.S. § 35-397, the offeror hereby certifies that the offeror does not have scrutinized business operations in Iran.
5. In accordance with A.R.S. §35-397, the offeorr hereby certifies that the offeror does not have scrutinized business operations in Sudan.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, ect., and the Contractor's Offer as accepted by the State

This contract shall henceforth be referred to as Contract No. _____

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contact release document or written notice to proceed

The Offer is hereby accepted.

State of Arizona

Awarded this _____ day of _____, 2008

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UNIFORM INSTRUCTIONS TO OFFERORS AND UNIFORM TERMS AND CONDITIONS: The State of Arizona's Uniform Terms and Conditions and Instructions to Offerors are hereby incorporated by reference. It is the offeror's responsibility to obtain the current revision of these documents. These documents may be accessed through State Procurement Office (SPO) at <http://www.azdoa.gov/spo> or (602) 542-5511 and by calling the Arizona Department of Veterans' Services (602-263-1847).

SUBMISSION: Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

OPENING: This is an informal quotation, which will not be read at a public opening; however, the information may be publicly reviewed after an award.

BID REJECTION: The State reserves the right to reject any, or all, bids, combinations of items, or lot, and to waive defects or informalities.

DOCUMENTS: Submission of additional terms, conditions, or agreements with the bid document may result in bid rejection.

ERASURE: Erasures, inter-lineation or other modifications must be initialed by the individual signing the Request for Quotation.

SITE WALK THRU: A Site Tour will be scheduled for **October 17, 2008 at 10:30 a.m.** The Contractor will be taken on a tour of the facilities. In order to submit a quote attending a walk-thru is required. If the Contractor is unable to attend the tour on the date scheduled, contact **Susan Preston at 602-263-1847** to re-schedule. The Contractor will be given the opportunity to carefully examine the entire site of the task and to make all necessary equipment and scheduling arrangements to complete all of the work in accordance with the specifications attached hereto.

BRAND NAMES: Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance, which is desired. Any bid that proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give a complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request of Quotation.

UNIT PRICE: In case of error in the extension prices in the Quotation the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date and time for receiving Quotations. Negligence by the vendor in preparing the Quotation confers no right for the withdrawal of the quotation after it has been opened.

REFERENCES: Offerors shall submit the names and telephone numbers of contact for three similar sized organizations where services of a similar nature have been performed. At least three (3) references must be submitted on the offeror's prior experience questionnaire. The contractor shall provide references on **Attachment A**

EVALUATION (RFQ/FOD): In accordance with the Arizona Procurement Code 41-2535, procurements not exceeding an aggregate amount of fifty thousand dollars (\$50,000), awards shall be made to the responsible bidder submitting the quotation that is most advantageous to the state and conforms to the solicitation.

DISCOUNTS: Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on the full amount of the invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

ADDITIONAL DISCOUNTS: Contractor's shall provide a percentage discount for any additional work requested by the Arizona Department of Veterans' Services (ADVS).

CLARIFICATIONS: Upon receipt and opening of proposals submitted in response to this solicitation, ADVS may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the offerors the opportunity to alter or change its proposal.

.	<p style="text-align: center;">INSTRUCTIONS FOR QUOTATIONS</p> <p style="text-align: center;">RFQ: VSQ09-137</p>	<p style="text-align: center;">Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : 602-263-1847</p>
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FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS: By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The offer shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

OFFSHORE PERFORMANCE OF WORK PROHIBITED: Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically state otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offers shall declare all anticipated offshore services in the proposal.

SOLICITATION AMENDMENTS: The Fax-On-Demand system is unable to determine which potential offerors will be submitting a quotation; therefore, prior to offerors submitting their quotations, the offeror may contact the contract Officer, identified on Page 1 of this solicitation document, to determine if there are any amendments.

REASONS FOR CANCELLATION: Failure to provide materials, supplies or instruments in accordance with specifications or failure to meet the stated delivery commitment, shall be cause to IMMEDIATE cancellation of the contract.

VENDOR REGISTRATION: Prior or issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed W-9 Form on file with the Financial Services Division. No payments shall be made until the forms are on file. The W-9 Form may be accessed through the ADOA General Accounting website www.gao.state.az.us/vendor/.

QUESTIONS: Questions concerning this solicitation may be directed to Susan Preston 602-263-1847.

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PURPOSE: Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, Department of Veterans' Services located at 4141 North 3rd Street, Phoenix, AZ 85012 intends to establish a contract for the material or services listed herein in this solicitation.

TERM OF CONTRACT (1YEAR): The term of the contract shall commence upon award and shall remain in effect for a period of one year or \$50,000, whichever comes first, unless terminated, canceled or extended as otherwise provided herein.

CONTRACT EXTENSION: Twenty four (24) months by mutual written agreement, any resultant contract may be extended in twelve (12) month increments for a maximum of two (2) years. The contract term shall not exceed a total of three (3) years from the date of the contract award or \$50,000 whichever occurs first.

CONTRACT TYPE:

☒ Fixed Price

LICENSES: The Contractor shall maintain in current status, all certifications, and federal, state and local licenses and permits required for the operation of the business conducted by the contractor. At contract award, Contractor shall furnish proof if requested by the Arizona Department of Veterans' Services.

AMENDMENTS: Any change in the contract including the Specifications described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. Any such amendment shall specify an effective date, any increase or decreases in the amount of the Contractors' compensation if applicable and entitled as an "Amendment," and signed by the parties identified in the preceding sentence. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any persons, shall be used or construed as an amendment or modification or supplementation to the contract.

AUTHORITY TO CONTRACT: This contract activity is issued under the authority of the Department of Veterans' Services, Purchasing Officer. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the Purchasing Officer of the Department of Veterans' Services in the form of an official contract amendment. Any attempt to offer any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the Legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

AVAILABILITY OF FUNDS FOR NEXT FISCAL YEAR: Funds are not presently available for performance under this contract beyond the current fiscal year. The State's obligation for performance of this contract beyond this fiscal year is contingent upon the availability of funds from which payment for contract purposes can be made. No legal liability on the part of the State for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available for performance of this contract.

CANCELLATION (IMMEDIATE): This contract is critical to the State of Arizona and the State reserves the right to immediately cancel the whole or any part of this contract due to failure of the contractor to carry out any term, promise, or condition of the contract. The State will issue written notice of default effective at once and not deferred by any interval of time.

KEY PERSONNEL: It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. If, in the opinion of ADVS, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the contract specifications, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract and replaced with a suitable replacement.

PROTECTION OF FACILITIES AND GROUNDS: The contractor shall provide the services contained herein in such a manner that does not result in damage to ADVS facility, grounds, landscaping, utilities, or structures. Any

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damage to state property which was caused by the Contractor shall be repaired or replaced at the Contractor's expense and to ADVS satisfaction.

INDEPENDENT CONTRACTOR: The Contractor shall represent himself as an independent contractor and shall not represent himself as an employee of the State. The contractor shall be responsible for all taxes, FICA, employee fringe benefits, workers compensation, and employee insurances.

ORDERING REQUIREMENTS: Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the service required, delivery instructions and any other pertinent information required. All State and vendor documents must reference the resultant purchase document by number.

11. **CIVIL RIGHTS:**

- A. Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 and in accordance with said Act, no person on the grounds of race, color, sex, creed, religion, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any service or activity under this contract.
- B. Contractor agrees to comply with the State of Arizona Executive Order Number 75-5 (PROHIBITION OF DISCRIMINATION OF STATE CONTRACT, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS), which is hereby made a part of this contract by reference. Notice to employees and applicants setting forth the provisions of this nondiscrimination clause, as required by Paragraph of said Executive Order are required for posting by the Contractor.
- C. Contractor agrees to comply with Title VII of the Civil Rights Act of 1964, which prohibits discrimination against any employee or applicant because of race, color, sex, creed or national origin.
- D. In addition, Contractor agrees to comply with the Federal Immigration Reform Act, Clean Air and Water Act, and Americans with Disabilities Act and the Arizona Americans with Disabilities Act.

12. **ESTIMATED USAGE:** The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the number of service units required.

13. **ADDITIONAL WORK:** ADVS may authorize the Contractor to perform additional work when such work is required. Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the Arizona Department of Veterans' Services. All additional work shall commence on the specified date established and the Contractor shall proceed diligently to complete work within the time allotted.

14. **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all

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rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

- | | |
|--|-------------|
| • General Aggregate | \$1,000,000 |
| • Products – Completed Operations Aggregate | \$ 500,000 |
| • Personal and Advertising Injury | \$ 500,000 |
| • Blanket Contractual Liability – Written and Oral | \$ 500,000 |
| • Fire Legal Liability | \$ 25,000 |
| • Each Occurrence | \$ 500,000 |

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$500,000
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- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department of Veterans' Services – Susan Preston)** and shall be sent by certified mail, return receipt requested. 4141 North Third Street, Phoenix, Arizona 85012

D. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Veterans' Services, Arizona State Veteran Home, Susan Preston, 4141 N. 3rd Street, Phoenix, AZ 85012**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.

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- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
15. **PAYMENT:** The state will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any offer that requires payment in less than thirty (30) calendar days shall not be considered.
16. **PRICE ADJUSTMENT: (AFTER 1 YEAR):** The Arizona Department of Veterans' Services may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Arizona Department of Veterans' Services shall determine whether the requested price increase or an alternate option ins in the best interest of the State. The contractor shall offer the State a price reduction on the contract products concurrent with a published price reduction made to other customers. The price increase adjustment, if approved, will be effective up the first day of the month following approval.
17. **INVOICING:** All billing notices or invoices shall be sent to ADVS 'bill to address' which appears on the contract /purchase order and should contain, at a minimum, the following information:
1. Name and address of the contractor;
 2. Both the contract number and purchase order number;
 3. The contractor's federal tax identification number;
 4. The contractor's remittance address;
 5. A description of the goods or services provided;
 6. Quantity and delivery/service timeframe;
 7. Itemized (if applicable) and total invoice pricing.
18. **PRICE REDUCTION:** A price reduction adjustment may be offered at any time during the term of the contract and shall become effective upon notice.
19. **SAFETY STANDARDS:** All equipment and/or supplies utilized under this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, the National Electric Code, and The National Fire Protection Association Standards and Maricopa County Regulations (VOC's).
20. **SUBCONTRACTORS:** It is essential that the contractor provide an adequate subcontractor, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, subcontractors shall not be removed or replaced without the prior written approval of the issuing agency and a copy to purchasing office of record. The contractor shall provide a list of subcontractors that will be utilized to perform services under the resultant contract.
21. **TAX EXEMPTION:** The facility listed within this solicitation has been granted a tax exempt status. The Department will provide the awarded Contractor(s) , on an annual basis, a copy of the tax exemption certificate.
22. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA):** The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will

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cooperate with the Arizona Department of Veterans' Services (ADVS) in the course of performance of the contract so that both the ADVS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the ADVS Privacy Officer and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the ADVS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADVS, Contractor agrees to sign the "Arizona Department of Veterans' Services Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by the ADVS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ADVS HIPAA Compliance Officer.

23. **OFFSHORE PERFORMANCE OF WORK PROHIBITED:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

24. **FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS:** By entering into the Contract, the Contractor warrants compliance with Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verifications forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the state suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

25. **PANDEMIC CONTRACTUAL PERFORMANCE:**
1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b) Alternative methods to ensure there are products in the supply chain.
 - c) An up to date list of company contacts and organizational chart.

.	<p align="center">SPECIAL TERMS AND CONDITIONS</p> <p align="center">RFQ: VSQ09-137</p>	<p>Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : 602-263-1847</p>
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2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

SPECIAL TERMS AND CONDITIONS

RFQ: VSQ09-137

Arizona Department of
Veterans' Services
4141 N. 3rd Street
Phoenix, AZ 85012
Phone : 602-263-1847

1. **BACKGROUND:**

The Arizona Department of Veterans' Services (ADVS), Arizona State Veteran Home (ASVH), operates a skilled nursing facility located at 4141 N. 3rd Street, Phoenix, Arizona 85012. This location is a 200-bed facility. The ASVH is in operation seven days a week, 24-hours a day. This is a state-owned and operated facility built to serve the long-term needs of the veterans (and spouses) of Arizona.

The 200 beds are divided into four 50-bed units with twenty four (24) skilled beds and a 50-bed Alzheimer's unit. There are 24 Medicare certified beds in the facility. Each unit has an individual dining room and a well decorated day room with a big screen TV. There is a centralized nursing station on each unit.

A totally committed and comprehensive nursing care program is administered 24 hours a day, seven days a week. ASVH staff offers the best in physical therapy, occupational, speech therapy, and respiratory therapy, rehabilitative work and exercise classes.

2. **PURPOSE:**

It is the intention of the Arizona Department of Veterans' Services (ADVS) to seek offers, and to enter into a contract to provide annual service for the Arizona State Veterans' Home (ASVH) generators.

The Contractor shall provide annual services of the generators to the Arizona State Veterans' Home (ASVH) in accordance with the provision and requirements specified in this solicitation. These services will be used on an as needed, if needed basis. Consequently, ADVS does not guarantee use of the service at the level indicated below.

3. **SCOPE OF SERVICES:**

Service for 350KW Cummins/Onan, Model No. 350DFCC, S/N, including, but not limited to, the following:

Annual service package, including two service calls at no charge. "No charge" service calls consist of a maximum of one hour. Additional time/labor and materials/parts additional. Fuel sampling, OIS, semi annually, and load banking @ 80%, two hours with verification of 100%.

3.1 Scheduled Maintenance & Service Include:

Provide critical services on the equipment as described herein. Emergency service will be available 24 hours per day, seven days a week, including holidays. Emergency service will be charged on a time and material basis. Supply Red Diesel fuel as required at market price upon request.

AZVH shall make the generator described herein available for service upon vendor's scheduling appointment with AZVH Engineering Manager.

3.2 Evaluation:

During regular business hours Vendor will provide ASVH an evaluation on site at no additional charge, covering equipment problems, concerns, and/or questions relating to the Emergency System.

Any needed repairs discovered during this evaluation, will be charged on a time and material basis.

3.3 Annual Scheduled Maintenance (Major) (Diesel Fueled):

Provide service in advance of potential critical failures to increase generator reliability.

Annual service may be conducted in conjunction with other contracted services and the services listed shall be performed as described below:

- 3.3.1 Change engine oil and filter(s).
- 3.4.1 Cut oil Filter(s) open to inspect for debris.
- 3.5.1 Draw oil sample and provide analysis report.
- 3.6.1 Change coolant filter(s).
- 3.7.1 Inspect used fuel filter(s) for algae.

.	<p style="text-align: center;">SPECIFICATIONS</p> <p style="text-align: center;">RFQ: VSQ09-137</p>	<p>Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : 602-263-1847</p>
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- 3.8.1 Service air filter(s) and replace when necessary.
- 3.9.1 Inspect engine for leaks and/or component wear; verify all fluid levels.
- 3.10.1 Test all engine safeties and start control systems for correct operation.
- 3.11.1 Test and service engine coolant. Inspect cooling system including filler cap and water pump for any leaks; inspect all hoses and tighten hose clamps/fittings as needed. Record coolant protection level(s).
- 3.12.1 Inspect and grease fan drive assembly; inspect all belts for wear and/or abnormalities.
- 3.13.1 Inspect complete fuel delivery system; inspect and grease governor linkage.
- 3.14.1 Check jacket water heater for correct operation.
- 3.15.1 Inspect battery charger and test batteries for maximum reliability. Record voltage levels during crank cycle to establish minimums and trends.
- 3.16.1 Testing of Automatic Transfer Switch (ATS) and Generator Auto-Control with customer's approval only
 - a. Check all wiring for wear and/or damage.
 - b. Perform operational test of ATS and record all time frames.
 - c. Check indicator lights.
 - d. Check all times for correct values; adjust as needed.
 - e. Summarize condition and itemize any repairs required.
- 3.17.1 Operate engine/generator at no load.
 - f. Check and record engine pressure and temperature values.
 - g. Check and record generator voltage and frequency; voltage regulation, controls and safety devices for proper operation, adjust as necessary.
 - h. Vendor to dispose of solvents, chemicals, and materials reclaimed during the service(s) in compliance with EPA standards.
 - i. Inspect rear generator bearing and record air gap between exciter field and exciter armature.
 - j. Inspect generator wiring and voltage regulator for wear or damages.
 - k. Vendor shall provide a detailed report of work performed, overall condition of unit(s) and potential problems that Vendor becomes aware, and recommendation(s) of the most economical repair alternative to assure maximum reliability. Quotation(s) will be forwarded for ASVH's clarity and approval.

3.4 Load Bank Testing – Two Hour

Load Bank Service may be conducted in conjunction with other contracted services and services listed shall be performed as described below.

- 3.4.1 Load test generator, using portable load bank provided by Vendor. Test run generator set for a minimum of two (2) hours at 80% rating.
- 3.4.2 Check and record engine oil pressure and coolant temperature values.
- 3.4.3 Check and record generator voltage and frequency, voltage regulation, controls, and safety devices for proper operation.
- 3.4.4 Provide a detailed load test report to ASVH, documenting all data and readings during the load test.

3.5 Operational Inspection Service(s)

Operational Inspection Service(s) shall be performed in conjunction with other contracted services. Services listed are performed as follows:

- 3.5.1 Inspect engine for leaks and/or component wear; verify all fluid levels.
- 3.5.2 Test all engine safeties and start control systems for correct operation.
- 3.5.3 Test and service engine coolant. Inspect cooling system including filler cap and water pump for any leaks; inspect all hoses and tighten hose clamps/fittings as needed. Record coolant protection level(s).
- 3.5.4 Inspect and grease fan drive assembly; inspect all belts for wear and/or abnormalities.
- 3.5.5 Check jacket water heater for correct operation.
- 3.5.6 Inspect battery charger and test batteries for maximum reliability.
- 3.5.7 Testing of Automatic Transfer Switch (ATS) and Generator Auto-Control with ASVH approval only.
- 3.5.8 Check all wiring for wear and/or damage.

.	<p style="text-align: center;">SPECIFICATIONS</p> <p style="text-align: center;">RFQ: VSQ09-137</p>	<p>Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : 602-263-1847</p>
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- 3.5.9 Perform operational test of ATS and record all time frames.
- 3.5.10 Check indicator lights
- 3.5.11 Check all timers for correct values; adjust as necessary.
- 3.5.12 Summarize condition and itemize any repairs required.
- 3.5.13 Operate engine/generator at no load.
- 3.5.14 Check and record engine pressure and temperature values.
- 3.5.15 Check and record generator voltage and frequency; voltage regulation, controls and safety devices for proper operation, adjust as necessary.
- 3.5.16 Vendor will dispose of solvents, chemicals, and materials reclaimed during the service(s) in compliance with EPA standards.
- 3.5.17 Inspect rear generator bearing and record air gap between exciter field and exciter armature.
- 3.5.18 Inspect generator wiring and voltage regulator for wear or damages.
- 3.5.19 Vendor shall provide a detailed report of work performed, overall condition of unit(s) and economical repair alternative to assure maximum reliability. Quotation(s) will be forwarded for ASVH clarity and approval.

4. **REQUIREMENTS:**

- 4.1. The contractor shall maintain speed limit in parking lot for the safety of residents who reside at ASVH.
- 4.2. The contractor shall follow safety guidelines for parked vehicles, residents and visitors.
- 4.3. The contractor shall provide references on Attachment A, for three similar sized organizations where services of a similar nature have been preformed.

5. **NOTICES, CORRESPONDENCE, REPORTS, INVOICES AND PAYMENTS:**

- 5.1. Invoices shall be submitted within thirty (30) days of completion of work. The invoices shall be sent to the following address:
Arizona Department of Veterans' Services
Accounts Payable
4141 N 3rd Street
Phoenix, AZ 85012
Phone: (602) 512-2948 Fax: (602) 265-3497
- 5.2. Contract Amendments, Correspondence, Purchase Order inquiries shall be sent to the following address:
Arizona Department of Veterans' services
Purchasing Office
4141 N. 3rd Street
Phoenix, AZ 85012
Phone: 602-263-1847 Fax: (602) 222-6687
- 5.3. Invoices shall be paid by ADVS within thirty (30) days following receipt of the invoice. In the case of any dispute regarding part of any invoice, ADVS shall pay the undisputed part according to the payment terms described above.
- 5.4. Notices, Correspondence, Reports and Payments from The Department to the Contractor shall be sent to:
Contractor
Address
City, State, Zip

	PRICE SHEET RFQ: VSQ09-137	Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : 602-263-1847
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Description	Price
Annual Service Package	\$ _____
Fuel Sample (1)	\$ _____
Operational Inspection Service, Semi Annual	\$ _____
Load banking @ 80%, 2 hours with verification of 100%	\$ _____
Discount for additional services	_____ %

Please check as many as applicable:

____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

____ I certify that my company is a Small Business.

A Small Business is defined as a company having fewer than one hundred (100) employees or less than four million dollars (\$4,000,000) in gross receipts.



CERTIFICATE OF INSURANCE

**ARIZONA DEPARTMENT OF
VETERANS' SERVICES**
4141 n. 3RD Street
Phoenix, AZ 85012
602-263-1847

RFQ: VSQ09-137

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	A	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	B		
Name And Address of Insured	C		
	D		

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

Company Letter		Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence	
	<input type="checkbox"/>	Comprehensive General Liability				
	<input type="checkbox"/>	Premises Operations				
	<input type="checkbox"/>	Contractual				
	<input type="checkbox"/>	Independent Contractors				
	<input type="checkbox"/>	Products/Completed Operations				
	<input type="checkbox"/>	Personal Injury				
	<input type="checkbox"/>	Broad Form Property Damage				
	<input type="checkbox"/>	Explosion & Collapse (If Applicable)				
	<input type="checkbox"/>	Underground Hazard (If Applicable)				
	<input type="checkbox"/>	Comprehensive Auto Liability Including Non-Owned (If Applicable)				
	<input type="checkbox"/>	Umbrella Liability				
	<input type="checkbox"/>	Workmen's Compensation and Employer's Liability				
	<input type="checkbox"/>	Other				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Name and Address of Certificate Holder:

Date Issued

Authorized Representative

.	<p align="center">ATTACHMENT A: OFFEROR'S REFERENCES</p> <p align="center">RFQ: 09-137</p>	<p align="center">Arizona Department of Veterans' Services 4141 N. 3rd Street Phoenix, AZ 85012 Phone : 602-263-1847</p>
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**REQUEST FOR QUOTATION (FOD)
CHECKLIST**

The information listed below is supplied for the Contractor's convenience. The list identifies sections that must be completed by the Contractor and additional information that is required to be submitted with the bid.

The checklist must be returned with the bid.

ITEM	PLEASE CHECK WHEN COMPLETED
OFFER AND ACCEPTANCE	<hr/>
INSTRUCTIONS FOR QUOTATIONS	<hr/>
SPECIAL TERMS AND CONDITIONS	<hr/>
CERTIFICATE OF INSURANCE (upon award)	<hr/>
PRICE SHEET	<hr/>
ATTACHMENT A	<hr/>
W-9 (to download form go to www.gao.state.az.us/vendor/)	<hr/>